

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

PURCHASING AGREEMENT

1. DATEAugust 1, 2006
2. COMMODITYAudio Visual Products and Services
3. AGREEMENT NUMBER.....8801101-70PA
4. AGREEMENT PERIODSeptember 1, 2006 through August 31, 2007
5. SUPERSEDES.....8801101-60PA
6. AUTHORIZED USERSState Agencies and Other Public Bodies
7. CONTRACTOR INFORMATION..... See Attached
8. DMBE SWAM CERTIFICATION See Page 2
9. TERMS..... See Attached
10. DELIVERY See Attached
11. F.O.B.Delivered
12. MINIMUM ORDER..... See Attached
13. VIEW/PRINT THIS AGREEMENT AND ANY CHANGES AT: www.eva.state.va.us
14. FOR INFORMATION CONTACT: Edwin Patterson
Telephone: (804) 786-3897 / Fax: (804) 786-0223
E-mail: edwin.patterson@dgs.virginia.gov

Notice to all State Agencies and Public Bodies: This Purchase Agreement is optional use and is limited to a maximum of \$5,000.00 (after discount and including freight) per order. This purchasing agreement was established on non-competitive, voluntary basis with a variety of audio visual products vendors that offer a significant number of small dollar audio visual goods and services. Installation services requiring a Commonwealth of Virginia contractor's license are not included as part of this agreement.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Edwin Patterson
Statewide Commodity Contract Officer

PARTICIPATING SUPPLIERS

BOXLIGHT CORPORATION
19332 Powder Hill Place
Poulsbo, WA 98370

CAMCOR, INC.
P. O. Box 1899
Burlington, NC 27216

COMMUNICATIONS ELECTRONICS, INC.
9494 Deerco Road
Timonium, MD 21093

KUNZ, INC.
1630 Sulphur Spring Road
Baltimore, MD 21227-2539

LEE HARTMAN & SONS, INC.
3236 Cove Road, N.W.
Roanoke, VA 24033-3365
(DMBE Swam Certification: Small Business)

LONG'S ELECTRONICS INC.
Attn.: Special Markets Department
2630 5th Avenue South
Irondale, AL 35210-1240
(DMBE Swam Certification: Small Business)

NICHOLAS P. PIPINO & ASSOCIATES, INC.
9159-A Red Branch Road
Columbia, MD 21045
(DMBE Swam Certification: Small Business)

PLUS VISION CORPORATION OF AMERICA
9610 SW Sunshine Court, Suite 800
Beaverton, OR 97005

STREET & CO AUDIO VISUAL
3817 Gaskins Road
Richmond, VA 23233
(DMBE Swam Certification: Small Business)

TROXELL COMMUNICATIONS
700 E. Main Street, Suite 1600
Richmond, VA 23219
(DMBE Swam Certification: Small Business)

VIRGINIA INTEGRATED COMMUNICATION
5361 Cleveland Street
Virginia Beach, VA 23462
(DMBE Swam Certification: Small Business)

AGREEMENT USE INSTRUCTIONS

1. This Purchase Agreement, hereinafter referred to as "Agreement" was established on a voluntary basis with the vendors identified herein. Reference the *Commonwealth of Virginia Audio Visual Products and Services Purchasing Agreement No. 8801101-30PA* signed by the vendor and the Commonwealth.

This **optional use** Agreement is **limited to a maximum of \$5,000.00 (after discount and including any freight charges) per order.**

2. Unless otherwise instructed by the Division of Purchases and Supply, all Departments, Institutions, Agencies and other Public Bodies of the Commonwealth of Virginia may order equipment and supplies that do not exceed \$5,000.00 per order.
3. Requirements up to \$5,000.00: Purchaser may choose to order from any vendor identified in the attached agreement. Each vendor agreement should be **carefully reviewed** and Purchaser should contact the vendor for additional information prior to placing order. Products, discounts, installation, warranties, etc., may differ for each vendor. Prices are F.O.B. Delivered; however vendors will be permitted to add transportation costs if any minimum order requirements are shown and not met. Payment terms are Net 30, unless otherwise shown. It will be the decision of the Purchaser to determine which vendor is the most advantageous overall.
4. Requirements between \$5,000.00 and \$50,000.00: Quotes must be solicited and documented by State Agencies and Institutions in accordance with the Agency Procurement and Surplus Property Manual, Chapter 5, Small Purchases. Other Public Bodies should follow their policies for purchases under \$50,000.00.
5. Requirements over \$50,000.00: State Agencies and Institutions are required to submit requisitions to DGS/DPS when over \$50,000.00 or their delegated authority, whichever is greater.
6. Standing orders between \$5,000.00 and \$50,000.00 in aggregate value must be competitively established using the instruction identified in item #4.
7. Order splitting is prohibited as stipulated in the Agency Procurement and Surplus Property Manual, section 4.11. The placement of multiple orders within other than a reasonable time period to one or more vendors for the same, like, or related goods or services is prohibited. This is a standard review area when procurement reviews are conducted by DGS/DPS.
8. Purchasers should view on-line catalogs of listed vendors on the eVA web site, and/or contact listed vendors and request catalogs and/or price books.
9. Any complaint as to quality, faulty or delinquent delivery, etc., shall be reported to the Division of Purchases and Supply for handling with the Vendor. Preprinted forms (DGS-41-024), by which to facilitate the notification of the Vendor and this office of complaints, are available from the Division of Purchases and Supply web site at www.eva.state.va.us.

10. The purchase agreement number and vendor federal employer identification number (FIN) must be shown on all orders. The purchase order number shall be shown by the Vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
11. Excise tax exemption registration No. 54-73-0076K may be used when required.
12. **WARRANTY (COMMERCIAL)/WARRANTY MINIMUM:** The contractor agrees that the goods or services furnished under this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. At a minimum, all equipment shall be warranted against defective parts, excluding vandalism, for one year from date of delivery. All parts proving defective within the first year shall be replaced without charge by the Contractor. Transportation and labor for installation of replacement parts for the first 90 days shall be the responsibility of the Contractor.
13. **RENEWAL OF AGREEMENT:** This agreement may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one-year periods, at a reasonable time (approximately 60 days) prior to the expiration.
14. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in numerous purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to July 1, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued July 1, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Woman-owned Businesses: 1%, Capped at \$500 per order.
 - (ii) DMBE-certified Minority-owned Businesses: 1%, Capped at \$500 per order.
 - (iii) Other Businesses not specified in (i) or (ii) above: 1%, Capped at \$1,500 per order.The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders. Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

COMMUNICATIONS ELECTRONICS, INC.
9494 DEERECO ROAD
TIMONIUM, MARYLAND 21093

FEDERAL IDENTIFICATION NUMBER

521049196

DUNS NUMBER

030331441

PRODUCT AND PRICE

InCharge 5555 Mobile Video Recorder (Digital). System to include:

- 1 Each InCharge 5555 Mobile Digital Video recorder with a 120 GB hard drive.
- 1 Each 6.4" Flip Down Color LCD Display Screen
- 1 Each Color CCD Camera
- 1 Each Spare 120 GB hard drive

Product literature is attached (two pages).

State of Virginia price is \$4,715 each for the complete system. **IMPORTANT:** Due to the \$5,000.00 order limitation of this purchasing agreement, quantities of more than one each are not covered under this agreement. For quantities of more than one each, applicable purchasing procedures must be used based on the total dollar amount. Agencies and localities must confirm with Communications Electronics Inc. prior to placement of order that InCharge 5555 system meets agency and locality requirements and that order dollar amount will not exceed \$5,000.00.

MINIMUM ORDER FOR DELIVERY WITHOUT FREIGHT CHARGES

No minimum order requirements.

DELIVERY TIME

45 calendar days after receipt of order.

AMERICAN EXPRESS CORPORATE CARD IS ACCEPTED

ORDER PLACEMENT/INQUIRIES

F.J. Stetson, Director of Business Development
TELE: 410-252-1222, ext. 274
FAX: 410-252-5231
EMAIL: Stetson@communicationselectronics.com

INTERNET WEB SITE ADDRESS:

www.communicationselectronics.com